

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:)	Bankruptcy Case No. 21-70008-JAD
)	
GREGORY L. MILLER and TAMARA L. MILLER,)	Chapter 13
)	
Debtors)	Docket No.
)	
CNB BANK,)	Related to Docket No. 22 & 23
)	
Movant)	Hearing Date: 2/26/2021 at 10:00 AM
)	
vs.)	
)	
GREGORY L. MILLER, TAMARA L. MILLER, and RONDA J. WINNECOUR, ESQUIRE,)	
)	
)	
Respondents)	

OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN

AND NOW, this 12th day of February, 2021, comes CNB Bank (“CNB”), by and through its counsel, Knox McLaughlin Gornall & Sennett, P.C., with this Objection to Confirmation of the Debtors’ Chapter 13 Plan, stating as follows:

1. On or about May 20, 2015, the Debtors jointly executed a Commercial Guaranty (“Guaranty”) in favor of CNB whereby they absolutely and unconditionally guaranteed full and punctual payment and satisfaction of all debts and liabilities of Central PA Home Center, LLC (“Central PA”) to CNB.

2. Central PA is a party to three separate loan transactions with CNB:

(a) A May 20, 2015 Promissory Note in favor of CNB whereby it obtained a loan in the original amount of \$110,000 subject to a variable rate of interest.

(b) May 20, 2015 Promissory Note in favor of CNB whereby it obtained a loan in the original amount of \$240,000 (as amended by that certain Change in Terms Agreement dated July 31, 2018) subject to a variable rate of interest.

(c) May 20, 2015 Promissory Note in favor of CNB whereby it obtained a loan in the original amount of \$30,000 subject to a variable rate of interest.

3. In addition, the Debtors executed Mortgages in favor of CNB as security for each of the Central PA loans and which act as mortgage liens on 33 Bigler Road, Bigler, PA and 510 Mease Road, Osceola Mills, PA. The Mortgages are all filed with the Clearfield County Recorder of Deeds Office at Instrument Nos. 201506014, 201506015, and 201506016.

4. CNB objects to confirmation of the Debtors' Chapter 13 Plan including, but not limited to, on the following grounds:

- a) The Plan is not feasible.
- b) The Plan proposes \$1,500 in adequate protection payments combined for the CNB three loans. This amount is inadequate to cure any arrearages or to allow for a reinstatement of the loans. The Debtors will simply be treading water, assuming the payments are made.
- c) The Plan proposes a sale of 33 Bigler Road, Woodland, PA with the proceeds used to pay off the three CNB loans. However, there is no deadline in the Plan for a sale to be completed nor does the plan provide any contingency plan if no sale occurs within a reasonable period of time or if a sale is ultimately for less than the full amount owed to CNB.
- d) Central PA is also liable for these loans to CNB. The Co-Debtor stay under 11 U.S.C. 1301 is inapplicable.
- e) The Plan fails to provide what the Debtor will list the Bigler Road property for or when reductions in the listing price will occur.

WHEREFORE, CNB respectfully requests that the Debtors' Chapter 13 Plan be denied confirmation, that CNB be granted reasonable attorney fees for having brought this Objection and that CNB be granted such other and further relief as is necessary and just.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorneys for CNB Bank

BY: /s/ Mark G. Claypool

Mark G. Claypool
PA I.D. No. 63199
120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800
mclaypool@kmgslaw.com

2228879.v1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:) Bankruptcy Case No. 21-70008-JAD
)
GREGORY L. MILLER and TAMARA L.) Chapter 13
MILLER,)
) Docket No.
Debtors)
) Related to Docket No. 22 & 23
CNB BANK,)
) Hearing Date: 2/26/2021 at 10:00 AM
Movant)
)
vs.)
)
GREGORY L. MILLER, TAMARA L.)
MILLER, and RONDA J.)
WINNECOUR, ESQUIRE,)
)
Respondents)

CERTIFICATE OF SERVICE

TO PARTIES IN INTEREST:

I, Mark C. Claypool, certify under penalty of perjury that I served the above-captioned pleading, Objection to Chapter 13 Plan, on the parties at the addresses on the attached matrix, on February 12, 2021 by first class, United States mail, postage pre-paid and/or electronic transmission.

BY: /s/ Mark G. Claypool

Mark G. Claypool
Attorneys for CNB Bank
PA I.D. No. 63199
120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800
mclaypool@kmgslaw.com

SERVICE MATRIX

Via US mail:

Gregory L Miller
510 Mease Road
Osceola Mills, PA 16666

Tamara L Miller
510 Mease Road
Osceola Mills, PA 16666

Kenneth P. Seitz
Law Offices of Kenny P. Seitz
P.O. Box 211
Ligonier, PA 15658

Ronda J. Winnecour
Suite 3250, USX Tower
600 Grant Street
Pittsburgh, PA 15219

Via CM/ECF

Office of the United States Trustee

ustpreregion03.pi.ecf@usdoj.gov